

**AMENDMENT NO. 2
TO THE
CONTRACT FOR
INSTALLATION AND MAINTENANCE OF ACCESS CONTROL
AND SURVEILLANCE SYSTEMS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
KNIGHT SECURITY SYSTEMS, LLC**

THIS AMENDMENT NO. 2 is entered into by and between the **Texas Facilities Commission** (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and **Knight Security Systems, LLC** (hereinafter referred to as “Contractor”), located at 4509 Friedrich Lane, #110, Austin, Texas 78744, to amend the original Contract between the Parties (hereinafter referred to as the “Contract”), as amended.

WHEREAS, on October 14, 2019, the Parties entered into that one certain *Services Contract for Installation and Maintenance of Access Control and Surveillance Systems Between the Texas Facilities Commission and Knight Security Systems, LLC*; and

WHEREAS, on February 1, 2021, the Parties executed Amendment No. 1 to increase the Contract Limit; and

WHEREAS, the Parties now desire to exercise their option to renew the Contract for the period September 1, 2021 through August 31, 2023, to provide funding for that period of performance, and to include provisions required by the Texas Legislature, 87th Regular Session;

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

1. Article II, Term, Section 2.01, Contract Award, subsection (a) is amended by deleting subsection (a) in its entirety and replacing it with subsection (1), as follows:

2.01 (a) This Contract shall be effective as of the date of the last party to sign and shall expire on August 31, 2023, unless terminated earlier, as provided in Section 2.02, below. TFC may request an extension for the purpose of soliciting a new contract; however, such extension shall not exceed three (3) months. Any extension shall be subject to the provisions, terms and conditions of this Contract, plus any approved changes.

2. Article III, Consideration, Section 3.01 (a), Contract Limit and Fees and Expenses, is amended by deleting Section 3.01 (a) in its entirety and replacing it with Section 3.01 (a), as follows.

3.01. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) During the renewal period as set forth in this Amendment No. 2, the total amount payable under the Contract shall not exceed One Million and No/100 Dollars (\$1,000,000.00). Pricing fees will be invoiced in accordance

with Exhibit B - Compensation and Fees, attached hereto and incorporated herein for all purposes. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in Exhibit B - Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.

3. Article IX, Contractor General Affirmations, is amended to include Sections 9.18, 9.19, and 9.20, as required by the Texas Legislature, 87th Regular Session:

9.18. **Entities that Boycott Energy Companies.** Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code (as added by SB 13, Acts of the 87th Legislature, Regular Session, 2021) does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify TFC.

9.19. **Entities that Boycott Firearm Entities or Firearm Trade Associations.** Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code (as added by SB 19, Acts of the 87th Legislature, Regular Session, 2021), does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify TFC.

9.20. **COVID-19 Vaccine Passport Prohibition.** Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

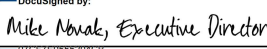
[Intentionally Left Blank – Signature Page Follows]

TFC Contact No. 20-35-000
Amendment No. 2
Knight Security Systems, LLC
RFP No. 303-0-00009

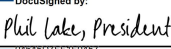
Except as expressly amended above, all provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2 to this Contract to be effective as of September 1, 2021.

TEXAS FACILITIES COMMISSION

By: 
Mike Novak
Executive Director


KNIGHT SECURITY SYSTEMS, LLC

By: 
Phil Lake
President

Approved:


Lia Edwards
TFC Legal Counsel

Mgr/Kirk Kuykendall 

Dir/Craig Wingfield 

DED/John S. Raff 

TFC Contract No. 20-035-000
Knight Security Systems, LLC
RFP No. 303-0-00009

Exhibit B
Compensation and Fees

Access Control and Surveillance System Installation and Maintenance Services, Austin, TX
RFP 303-0-00009Respondent Name: Knight Security Systems **COMPENSATION AND FEES – BEST AND FINAL OFFER**

Respondent may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of TFC. All materials and labor must be accounted for in the pricing submitted below. Respondent may not add additional price points after proposal opening. Pricing on this form shall replace pricing submitted in initial response. Items left blank will revert to initial submitted pricing.

1) LABOR RATES*: Installation, Maintenance, and Repair Services (Includes Emergency Maintenance and Repair)

a) PROJECT MANAGER

i) STANDARD RATE: \$ 106.00 / Hourii) PREMIUM RATE: \$ 137.80 / Hour

b) SERVICE TECHNICIANS

i) STANDARD RATE: \$ 93.25 / Hourii) PREMIUM RATE: \$ 121.23 / Hour

c) SYSTEM PROGRAMMERS

i) STANDARD RATE: \$ 106.00 / Hourii) PREMIUM RATE: \$ 137.80 / Hour

d) SYSTEM ENGINEERS

i) STANDARD RATE: \$ 106.00 / Hourii) PREMIUM RATE: \$ 137.80 / Hour

e) LABORERS

i) STANDARD RATE: \$ 93.25 / Hourii) PREMIUM RATE: \$ 121.23 / Hour2) EQUIPMENT - SPECIFIC MANUFACTURERS – DISCOUNT FROM MSRP/LIST PRICE**

a) WIN DSX Access Control Systems Equipment

i) Contractor shall invoice at MSRP/List** price less 10 percent

b) S2 Access Control Systems Equipment

i) Contractor shall invoice at MSRP/List** price less 39 percent

c) Software House Access Control Systems Equipment

i) Contractor shall invoice at MSRP/List** price less 10 percent

d) Lenel Access Control System Equipment

i) Contractor shall invoice at MSRP/List** price less 25 percent

e) ONSSI Video Management System Equipment

i) Contractor shall invoice at MSRP/List** price less 18 percent

f) HID Card Reader Equipment

i) Contractor shall invoice at MSRP/List** price less 32 percent

Access Control and Surveillance System Installation and Maintenance Services, Austin, TX
RFP 303-0-00009

- g) Sony Camera Equipment
 - i) Contractor shall invoice at MSRP/List** price less 38.5 percent
 - h) Samsung Camera Equipment
 - i) Contractor shall invoice at MSRP/List** price less 45 percent
 - i) Arecont Camera Equipment
 - i) Contractor shall invoice at MSRP/List** price less 10 percent
 - j) Other** Manufacturers not listed above:
 - i) Contractor shall invoice at MSRP/List** price less 12 percent
 - k) Equipment purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).
- 3) SUPPLIES: Contractor shall provide the following supplies during the term of the contract
- a) CABLE:
 - i) Contractor shall invoice at MSRP/List** price less 21 percent
 - b) Supplies not covered under the TFC Supplies List, Contractor shall invoice at MSRP/List*** price less 10 percent.
 - c) Supplies purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

*Work performed from 7:00 AM – 6:00 PM Monday through Friday shall be billed at the Standard Rate. Work performed outside of these hours (Nights or Weekends) shall be billed at Premium Rate.

Respondent may list additional manufacturers on a separate sheet that includes the specific equipment manufacturer and applicable MSRP/LIST* price discount for consideration.

***MSRP/List - TFC reserves the right to request from awarded vendor any published or printed catalog that reflects MSRP/List price for verification purposes.

PROMPT PAYMENT CASH DISCOUNT: _____ % _____ DAYS

PAYMENT TERMS: Discounts for prompt payment will not be considered in the evaluation of proposals; however, any offered discount will become part of the award, and will be taken if earned.

<Continued on next page>

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Access Control and Surveillance System Installation and Maintenance Services, Austin, TX

RFP 303-0-00009

Respondent represents and warrants that the individual signing this Best and Final Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this proposal.

RESPECTFULLY SUBMITTED:

Authorized Signature:



Printed Name and Title:

Bob Minchew – Director Business Development

Telephone:

512-775-2220

If a corporation, attach a corporation resolution or other official corporate documentation, which states that the person signing this proposal is an authorized person to sign for and legally bind the corporation.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK